

HOFLAND & TOMSHECK
 228 South Fourth Street, 1st Floor
 Las Vegas NV 89101
 PH: (702) 895-6760 ♦ FAX: (702) 731-6910

HOFLAND & TOMSHECK

Joshua Tomsheck, Esq.
 Nevada Bar Number: 009210
josht@hoflandlaw.com
 228 South 4th Street, 1st Floor
 Las Vegas, Nevada 89101
 (702) 895-6760
 Attorneys for Plaintiff Gabriel L. Grasso, Esq.,
 d/b/a/ as Gabriel L. Grasso, P.C.

**UNITED STATES DISTRICT COURT
 DISTRICT NEVADA**

GABRIEL L. GRASSO, ESQ., an)	
Individual; doing business as GABRIEL L.)	
GRASSO, P.C., a Nevada Corporation)	Case No.: 2:12-cv-00738-GMN-NJK
)	
Plaintiff,)	
vs.)	
)	AMENDED COMPLAINT
YALE L. GALANTER, ESQ. an Individual;)	
doing business as YALE L. GALANTER,)	
P.A., a Florida Corporation; and , DOES I)	
through X and ROE CORPORATIONS I)	
through X, inclusive,)	
)	
Defendants.)	
)	
)	

COMES NOW Plaintiffs, GABRIEL L. GRASSO, P.C., a Nevada Corporation; and
 GABRIEL L. GRASSO, ESQ., an Individual; by and through their attorney of record,
 Joshua Tomsheck, Esq. of the law firm of Hofland & Tomsheck, and hereby complains
 and alleges against Defendants, YALE L. GALANTER, P.A., a Florida Corporation; and
 YALE L. GALANTER, ESQ., an Individual; as follows:

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PARTIES

1
2 1. At all times relevant hereto, Plaintiff GABRIEL L. GRASSO, ESQ., an
3 Individual, (hereinafter referred to as “Grasso” or collectively with Grasso, P.C., a
4 Corporation, as “Plaintiff Grasso”), was a resident of the County of Clark, State of
5 Nevada.
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7 2. At all times relevant hereto, Plaintiff GABRIEL L. GRASSO, P.C.,
8 (hereinafter referred to as “Grasso, P.C.,” or collectively with Grasso, an Individual, as
9 “Plaintiff Grasso”), was a Nevada Corporation with its principal place of business in the
10 County of Clark, State of Nevada.
11

12 3. At all times relevant hereto, Defendant YALE L. GALANTER, ESQ., an
13 Individual, (hereinafter referred to as “Galanter” or collectively with Galanter, P.A., a
14 Corporation, as “Defendant Galanter”), was a resident of the State of Florida.
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16 4. At all times relevant hereto, Defendant YALE L. GALANTER, P.A.,
17 (hereinafter referred to as “Galanter, P.A.,” or collectively with Galanter, an Individual,
18 as “Defendant Galanter”), was a Florida Corporation with its principal place of business
19 in the State of Florida.
20

21 5. That the true names and capacities, whether individual, corporate,
22 associate or otherwise of Defendants, DOES I through X and ROES I through X,
23 inclusive, are unknown to Plaintiff, who, therefore, sues Defendants by said fictitious
24 names. Plaintiff is informed and believes and thereon alleges that each Defendants
25 designated as DOES I through X and ROES I through X are responsible in some manner
26 for the events and happenings referred to and caused damages to Plaintiff as hereon
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1 alleged. Plaintiffs will ask leave of Court to amend the Complaint to insert the true
2 names and/or capacities of such fictitiously named Defendants when the same has been
3 ascertained. Plaintiff is informed and believes, and thereupon alleges those Defendant
4 DOES I through X and ROES I through X, inclusive, and each of them are citizens
5 Nevada and/or conduct business within Nevada.
6

7 6. At all times mentioned herein, Defendants and each of them were the
8 agents, servants, or employee of each other and were acting within the course and scope
9 of this agency of employment, with the permission, authorization, and/or consent of
10 remaining Co-Defendants. Further, Defendants and each of them were partners,
11 associates, joint ventures, and/or Co-Conspirators of all remaining Co-Defendants.
12

13 7. This Court is the proper court for trial and is the proper place for this suit
14 to be brought as the Agreement which is the subject of this suit was made for the
15 rendering of legal services for a Clark County, Nevada District Court Case. Further, the
16 transaction and occurrences sued upon were entered into and took place in Clark
17 County, Nevada.
18

19 **GENERAL ALLEGATIONS**

20 8. Plaintiffs repeat and reallege Paragraphs 1 through 7 of this Complaint
21 as though fully set forth herein and further complain and allege as follows:
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23 9. On or about September, 2007, Defendant Galanter and Plaintiff Grasso
24 entered into an agreement regarding the legal representation of criminal Defendant
25 Orenthal J. Simpson (hereinafter "Simpson") in a criminal case (hereinafter "Case").
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1 10. Plaintiff Grasso is a well-known and experienced criminal defense attorney
2 licensed in the State of Florida and the State of Nevada. Plaintiff Grasso's primary place
3 of business is in Las Vegas, Clark County, Nevada.

4 11. Defendant Galanter is a criminal defense attorney licensed in the State of
5 Florida. Defendant Galanter's primary place of business is in the State of Florida.
6

7 12. In September of 2007, Simpson was arrested, and criminally charged, for
8 multiple felony counts in Las Vegas, Clark County, Nevada.

9 13. Defendant Galanter and Plaintiff Grasso agreed to associate as counsel to
10 Defend Simpson in the Case. Plaintiff Grasso was to perform local counsel duties, as
11 Defendant Galanter is not licensed in Nevada, in addition to trial preparation and trial
12 counsel duties.
13

14 14. In exchange for these services, Defendant Galanter clearly and
15 unambiguously agreed to pay Plaintiff Grasso \$250,000.00, which represented one third
16 of the \$750,000.00 fee he had charged for defending Simpson in the Case.
17

18 15. Over the course of preparation of Simpson's defense for trial in the Case,
19 Defendant Galanter failed to remit any payment towards the \$250,000.00 fee owed
20 Plaintiff Grasso.

21 16. Plaintiff Grasso prepared diligently for Simpson's Case and spent literally
22 hundreds of hours preparing Simpson's defense. This work commenced upon
23 associating with Defendant Galanter to defend Simpson. Because he was familiar with
24 Nevada law, and physically located in Clark County, Nevada, Plaintiff Grasso
25 completed the vast majority of the pre-trial work in the Case, including the receipt and
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1 review of all discovery provided by law enforcement, and the drafting and filing of all
2 pre-trial Motions. Plaintiff Grasso, at all times, maintained the physical file for the case
3 in his office, in Nevada.

4
5 17. Because of the massive effort necessary to defend Simpson from the
6 charges he was facing, Grasso was forced to hire additional staff and incur large
7 amounts of costs related solely to defending Simpson in the Case.

8
9 18. Plaintiff Grasso repeatedly asked Defendant Galanter about the status of
10 payment for fees and costs associated with the Case over course of the representation of
11 Simpson.

12
13 19. Defendant Galanter repeatedly advised Plaintiff Grasso that he had not
14 been paid any fees or provided with any payment towards accrued costs because
15 Simpson had made no payments to him for representation.

16
17 20. On September 17, 2008, Defendant Galanter remitted his first, and only,
18 payment to Plaintiff Grasso, a \$15,000.00 payment to cover a small portion of the costs
19 incurred by Plaintiff Grasso related to defending Simpson in the Case. This amount
20 covered a small fraction of the actual costs accrued and was disbursed within a matter of
21 days.

22
23 21. Defendant Galanter failed to reimburse Plaintiff Grasso for costs expended
24 in support of Simpson's defense after the initial \$15,000.00 trust balance was exhausted.

25
26 22. The trial in the Case lasted from September 15, 2008, until October 3, 2008.
27 A substantive jury trial questionnaire was prepared and required the review of
28 hundreds of documents in furtherance of selecting the jury venire. Because of the

1 publicity surrounding the Case, voir dire was extensive and time consuming. During
2 Trial, approximately 22 witnesses were called and examined and jury instructions were
3 prepared and litigated. Additionally, multiple post-trial motions were filed and
4 litigated. Finally, a comprehensive sentencing memorandum was prepared and
5 submitted to the court and sentencing was conducted. Throughout the entirety of this
6 process, Defendant Galanter made no additional payments to Plaintiff Grasso.
7

8 23. On or about March 30, 2009, Plaintiff Grasso learned that Defendant
9 Galanter had, in fact, been paid funds in the approximate amount of \$500,000.00 from
10 Simpson and/or his representatives, for legal fees on the Case. None of these fees had
11 been provided to Plaintiff Grasso.
12

13 24. When confronted with this fact, on or about April 9, 2009, Defendant
14 Galanter advised Plaintiff Grasso that he was ending their professional relationship and
15 that Plaintiff Grasso would be paid nothing for his services.
16

17 25. Plaintiff Grasso expended in excess of 1,000 hours of legal representation
18 during the investigation, researching, motion drafting, trial preparation, trial sentencing
19 preparation and the initial stages of appellate preparation related to the Case.
20

21 26. Defendant Galanter contracted with Plaintiff Grasso and agreed to pay
22 Plaintiff Grasso, both legal fees and costs, for professional services rendered on the Case.
23

24 27. In spite of repeated verbal demands and written demand to Defendant
25 Galanter, he has wrongfully refused to pay Plaintiff Grasso the fees and costs accrued
26 and expanded on this Case.
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1 28. It has been necessary for Plaintiff Grasso to retain the services of counsel to
2 prosecute this action, and Plaintiff Grasso is thereby entitled to an award of reasonable
3 attorney's fees and costs.

4
5 **FIRST CAUSE OF ACTION**
6 **(Breach of Contract)**

7 29. Plaintiff repeats and realleges Paragraphs 1 through 28 of this Complaint
8 as though fully set forth herein and further complains and alleges as follows:

9 30. Defendant Galanter and Plaintiff Grasso entered into a legal and binding
10 contractual Agreement whereby Defendant Galanter agreed to pay Plaintiff Grasso a flat
11 \$250,000.00 legal fee for representation on the Case.

12 31. Defendant Galanter and Plaintiff Grasso entered into a legal and binding
13 Agreement whereby Defendant Galanter agreed to reimburse Plaintiff Grasso for all
14 costs expended on the Case.

15 32. Plaintiff Grasso has performed all of the duties and obligations required
16 under the terms of the Agreement between the Parties. To the extent any duties or
17 obligations required of Plaintiff Grasso have not been performed, such duties or
18 obligations have been expressly excused by reason of Defendant Galanter's non-
19 performance of the Agreement.

20 33. Defendant Galanter has not performed all conditions, covenants and
21 promises required of him in accordance with the Agreement, including without
22 limitation, failure to pay the flat fee of \$250,000.00 for legal services due to Plaintiff
23 Grasso.

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1 41. Plaintiff Grasso performed all of the duties and obligations required under
2 the terms of the Agreement between the Parties by expending countless hours of service
3 to the investigation, research, preparation, drafting, filing and trial in the Case. To the
4 extent that any duties or obligation required of Plaintiff Grasso have not been
5 performed, such duties or obligations have been expressly excused by reason of
6 Defendant Galanter's non-performance the Agreement.
7

8 42. Defendant Galanter has breached his implied covenant of good faith and
9 fair dealing, in a manner which was unfaithful to the purpose and intent of the
10 Agreement, by collecting legal fees from Simpson and/or his representatives, and failing
11 to pay the money due Plaintiff Grasso under the Agreement for fees earned and costs
12 expended on the Case.
13

14 43. Defendant Galanter has further breached his implied covenant of good
15 faith and fair dealing, in a manner which was unfaithful to the purpose and intent of the
16 Agreement, by concealing the fact that Simpson and/or his representatives had paid
17 Defendant Galanter approximately \$500,000.00 for legal services on the Case, while at
18 the same time withholding payment on the Agreement from Plaintiff Grasso.
19

20 44. Defendant Galanter's actions and breach of the covenant of good faith and
21 fair dealing were done intentionally and with malice for the specific purpose of causing
22 harm to Plaintiff Grasso.
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1 45. As a direct and proximate result of Defendant Galanter's breach of the
2 covenant of good faith and fair dealing, Plaintiff Grasso has incurred expenses and has
3 suffered, and will continue to suffer, general and foreseeable damages in excess of
4 \$10,000.00, exclusive of costs and interest, in an amount to be determined at Trial.

5
6 46. It has been necessary for Plaintiff Grasso to retain the services of counsel to
7 prosecute this action, and Plaintiff Grasso is thereby entitled to an award of reasonable
8 attorney's fees and costs.

9
10 **THIRD CAUSE OF ACTION**
 (Money Due and Owing)

11 47. Plaintiff repeats and realleges Paragraphs 1 through 46 of this Complaint
12 as though fully set forth herein and further complains and alleges as follows:

13 48. Plaintiff Grasso duly performed all the conditions of the Agreement in a
14 complete and diligent matter, in that Plaintiff Grasso rendered legal services on the Case
15 and made demand for payment to Defendant Galanter.

16
17 49. Defendant Galanter has failed and neglected to perform the conditions of
18 the Agreement, in that Defendant Galanter refused to pay Plaintiff Grasso for the monies
19 due and owing for services rendered and costs incurred.

20
21 50. As a direct and proximate result of Defendant Galanter's conduct, Plaintiff
22 Grasso has incurred expenses and has suffered, and will continue to suffer, general and
23 foreseeable damages in excess of \$10,000.00, exclusive of costs and interest, in an amount
24 to be determined at Trial.

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1 51. It has been necessary for Plaintiff Grasso to retain the services of counsel to
2 prosecute this action, and Plaintiff Grasso is thereby entitled to an award of reasonable
3 attorney's fees and costs.

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5 **FOURTH CAUSE OF ACTION**
6 **(Unjust Enrichment / Quantum Meruit)**

7 52. Plaintiff repeats and realleges Paragraphs 1 through 51 of this Complaint
8 as though fully set forth herein and further complains and alleges as follows:

9 53. This court has equitable powers to correct injustice and unjust enrichment.

10 54. Here, Plaintiff Grasso has performed all of the duties and obligations
11 required of him under the terms of the Agreement between the Parties. Plaintiff
12 Grasso's actions have conferred value upon Defendant Galanter, making them liable for
13 disgorgement of that value in Quantum Meruit.

14 55. Defendant Galanter has not performed all conditions, covenants and
15 promises required of him in accordance with the Agreement, including without
16 limitation, failure to pay the money due to Plaintiff Grasso from the benefits received by
17 Defendant Galanter for Plaintiff Grasso's work on the Case.

18 56. Defendant Galanter has unjustly retained the money of Plaintiff Grasso,
19 after receiving the value and benefit of Mr. Grasso's work and services in the Case.

20 57. Defendant Galanter's retention of the money due and owing Plaintiff
21 Grasso is against the fundamental principles of justice, equity and good conscience.

22 58. Defendant Galanter's retention of the money due and owing Plaintiff
23 Grasso has deprived Plaintiff Grasso of the reasonable value of the services he
24 performed in the Case.
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1 59. As a direct and proximate result of Defendant Galanter's conduct, Plaintiff
2 Grasso has incurred expenses and has suffered, and will continue to suffer, general and
3 foreseeable damages in excess of \$10,000.00, exclusive of costs and interest, in an amount
4 to be determined at Trial.

5
6 60. It has been necessary for Plaintiff Grasso to retain the services of counsel to
7 prosecute this action, and Plaintiff Grasso is thereby entitled to an award of reasonable
8 attorney's fees and costs.

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10 **FIFTH CAUSE OF ACTION**
11 **(Fraudulent or Intentional Misrepresentation)**

12 61. Plaintiff repeats and realleges Paragraphs 1 through 60 of this Complaint as
13 though fully set forth herein and further complains and alleges as follows:

14 62. That Defendant Galanter, during the course of his association with Plaintiff
15 Grasso under the terms of the Agreement detailed herein, made false representations to
16 Plaintiff Grasso in order to avoid compliance with his obligations under the Agreement.

17 63. That the specific misrepresentations include that between September of 2007
18 and April of 2009, Defendant Galanter repeatedly stated to Plaintiff Grasso that he had
19 not been paid any monies by Simpson and/or his representatives as and for the fees and
20 costs associated with the joint representation of Simpson in the Case.

21
22 64. That Defendant Galanter knew at the time he made these statements to
23 Plaintiff Grasso that he had been paid by Simpson and/or his representatives and thus,
24 his statements were false and misleading.

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1 65. That Defendant Galanter made these statements to Plaintiff Grasso in
2 order to prevent Plaintiff Grasso from being compensated pursuant to the terms of the
3 Agreement.

4 66. That Plaintiff Grasso relied on these representations from Defendant
5 Galanter.

6 67. That Plaintiff Grasso did not discover that these statements were
7 misrepresentations until the end of March, 2009.

8 68. That the misrepresentations were both express misrepresentations of facts,
9 and also misrepresentations that partially suppressed and/or concealed information.

10 69. That additional details and particulars of the misrepresentations are solely
11 within the possession of the Defendant Galanter, his agents, servants and/or employees.

12 70. That Defendant Galanter's conduct was malicious, oppressive and done
13 with a reckless disregard of the rights of Plaintiff Grasso, and that Plaintiff Grasso is
14 entitled to a sum in excess of \$10,000.00 and for punitive damages in an attempt to
15 punish and deter the reprehensible conduct of Defendants in the future.

16 71. That as a direct and proximate result of the negligent, intentional, and/or
17 reckless conduct of Defendant Galanter, it has been necessary for Plaintiff Grasso to
18 retain the services of counsel to prosecute this action, and Plaintiff Grasso is thereby
19 entitled to an award of reasonable attorney's fees and costs.

20 WHEREFORE, Plaintiff(s) prays for Judgment against Defendant(s) as follows:

21 (1) For general and special damages in the sum in excess of \$10,000.00;

22 (2) For an award of punitive damages in the sum in excess of \$10,000.00;

- 1 (3) For an award of attorney's fees and costs;
2 (4) For pre and post judgment interest; and
3 (5) For such other and further relief as the Court deems just and proper under
4 the circumstances.

5 DATED this ____ day of _____, 2013.

6 **HOFLAND & TOMSHECK**
7

8
9 By:____/s/_____
10

11 Joshua Tomsheck, Esq.

12 Nevada Bar Number: 009210

13 josht@hoflandlaw.com

14 228 South 4th Street, 1st Floor

15 Las Vegas, Nevada 89101

16 (702) 895-6760

17 Attorneys for Plaintiff Gabriel L. Grasso, P.C./

18 Gabriel L. Grasso, Esq
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